

SETTLEMENT AGREEMENT BETWEEN
THE MISSOURI REAL ESTATE COMMISSION AND RAKETTA CHERIE
DOUGLAS AND ONE VISION REALTY LLC

Raketta C. Douglas (“Douglas”) and One Vision Realty, L.L.C. (“One Vision Realty”) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving all existing disputes in the matter of Raketta C. Douglas and One Vision Realty, L.L.C. Douglas holds an expired real estate broker associate license, number 2009014143, and is the owner and designated broker for One Vision Realty. One Vision Realty holds an expired real estate association license, number 2014000708. The MREC and Douglas and One Vision Realty jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 339.205, RSMo.

Douglas and One Vision Realty acknowledge that they understand the various rights and privileges afforded them by law, including the right to a hearing of the charges against them; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against them at the hearing; the right to present evidence on their behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against Douglas and One Vision Realty; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the

MREC at which time Douglas and One Vision Realty may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC.

Being aware of these rights provided to them by law, Douglas and One Vision Realty knowingly and voluntarily waive each and every one of these rights and freely enter into this Settlement Agreement and agree to abide by the terms of this document as they pertain to them.

Douglas and One Vision Realty acknowledge that they have received copies of documents that were the basis upon which the MREC determined there was cause for discipline, along with citations to law and/or regulations the MREC believes were violated. Douglas and One Vision Realty stipulate that the factual allegations contained in this Settlement Agreement are true and stipulate with the MREC that Douglas and One Vision Realty are subject to this action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.010 to 339.205 and §§ 339.710 to 339.855, RSMo, as amended.

Douglas and One Vision Realty understand that the MREC may take further action against them based on facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered.

I.
Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the MREC and Douglas and One Vision Realty herein jointly stipulate to the following:

1. The MREC is an agency of the State of Missouri, created and established pursuant to Section 339.120, RSMo,¹ for the purpose of executing and enforcing the provisions of §§ 339.010 through 339.205, and §§ 330.710 through 339.855 RSMo, Real Estate Agents, Brokers, Appraisers, and Escrow Agents.
2. Jurisdiction and venue are proper before the Administrative Hearing Commission pursuant to § 621.045, RSMo, and § 339.200.1(1), RSMo.
3. Licensee, Douglas, held a real estate broker associate license from the Commission, license number 2009014143. The Commission issued Douglas' broker associate license on April 4, 2013. Douglas' broker associate license expired on June 30, 2018.
4. One Vision Realty held a real estate association license, license number 2014000708. The MREC issued One Vision Realty's real estate association license on January 8, 2014. One Vision Realty's real estate association license expired on June 30, 2018.
5. The Commission received a complaint regarding Douglas and One Vision Realty. The complainant stated that Douglas and One Vision Realty charged a tenant \$610 for a repair that was never completed. The complainant

¹ All statutory citations are to the 2016 Revised Statutes of Missouri as amended, unless otherwise noted.

stated he could not get in touch with Douglas and One Vision Realty to obtain all the security deposits and rent, and find out about the fraudulent maintenance charge.

6. Douglas and One Vision Realty responded to the complaint. They stated that all of the rental income, security deposits, and “all monies owed to the complainant had been paid or forwarded as required.”

7. The MREC contacted the complainant in October 2017 and he verified that all the collected rent and deposits have been forwarded except the unearned maintenance charge of \$610.

8. The MREC mailed a notification of a pending audit to Douglas and One Vision Realty. The MREC’s examiner and Douglas and One Vision Realty agreed to begin the audit February 5, 2018 at 9:00 a.m. at the broker’s local address on file with the MREC, 11628 Old Ballas Road, Suite 313, St. Louis, Missouri.

9. On February 5, 2018, the examiner arrived at the agreed upon location and time. The receptionist gave the examiner a message from Douglas and One Vision Realty stating they had to postpone the audit. The examiner made multiple attempts to contact Douglas and One Vision Realty, but they did not respond.

10. On March 1, 2018, the examiner sent Douglas and One Vision Realty a written audit request letter to the business address on file with the MREC stating the audit would be conducted April 16, 2018 at 10:00 a.m.

11. On April 16, 2018, the examiner arrived at the broker's registered address at 10:00 a.m. The broker's name was on the lobby placard in the building, identifying the office of One Vision Realty in suite 313. The receptionist informed the examiner that 313 was only a conference room that could be reserved. Douglas and One Vision Realty had a mailbox in the building but their status showed they moved out as of February 12, 2018 and did not leave a forwarding address.

12. Douglas' real estate broker associate license and One Vision Realty's real estate association license expired on June 30, 2018 and, as of April 18, 2019, the licenses have not been renewed. The Secretary of State records reveal that One Vision Realty L.L.C. is an active limited liability company in Missouri.

13. The MREC did not receive a response within 30 days of the date of its written audit request from Douglas, or from One Vision Realty, LLC.

Applicable Law

14. Section 339.105.3, RSMo, states, in relevant part:

3. In conjunction with each escrow or trust account a broker shall maintain books, records, contracts and other necessary documents so that the adequacy of said account may be determined at any time. The account and other records shall be provided to the commission and its duly authorized agents for inspection at all times during regular business hours at the broker's usual place of business.

15. Regulation 20 CSR 2250-4.040(1) states:

A broker shall not conduct business under any other name or at any other address than the one for which the broker's individual license is issued unless the broker first complies with 20 CSR 2250-4.030. If a broker changes his/her name, home or business

address, the broker shall notify the commission in writing within ten (10) days after the change becomes effective.

16. Regulation 20 CSR 2250-8.160(1) states:

Every broker shall retain for a period of at least three (3) years true copies of all business books; accounts, including voided checks; records; contracts; brokerage relationship agreements; closing statements and correspondence relating to each real estate transaction that the broker has handled. The records shall be made available for inspection by the commission and its authorized agents at all times during usual business hours at the broker's regular place of business. No broker shall charge a separate fee relating to retention of records.

17. Regulation 20 CSR 2250-8.170(1) states:

Failure of a licensee to respond in writing, within thirty (30) days from the date of the commission's written request or inquiry, mailed to the licensee's address currently registered with the commission, will be sufficient grounds for taking disciplinary action against that licensee.

18. The conduct of Douglas and One Vision Realty, as described in paragraphs 4 through 11 above, failure to respond or timely respond to the MREC request for an audit, failure to allow the MREC to access the broker's real estate records and failure to notify the MREC of a change in address, constitutes cause to discipline Douglas' license and One Vision Realty's license pursuant to § 339.100.2(15), (16), and (19), RSMo.

19. Cause exists for the MREC to take disciplinary action against Douglas' license and One Vision Realty's license under 339.100.2(15), RSMo, which states in pertinent part:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of

chapter 621 against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860, or of any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860;

(16) Committing an act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence.

II.

Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of §§ 536.060, 621.045.4 and 621.110, RSMo.

20. **Douglas' license is on probation.** Douglas' license as a real estate broker associate is hereby placed on PROBATION for TWO YEARS. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Douglas shall be entitled to practice as a real estate broker under §§ 339.010 to 339.860, RSMo, as amended, provided Douglas adheres to all the terms of this agreement.

21. **One Vision Realty LLC's License is on probation.** One Vision Realty, LLC's license as a real estate association is hereby placed on PROBATION

for TWO YEARS. The period of probation shall constitute the “disciplinary period.” During the disciplinary period, One Vision Realty, LLC shall be entitled to function as a real estate association under §§ 339.010 to 339.860, RSMo, as amended, provided One Vision Realty, LLC adheres to all the terms of this agreement.

22. Terms and conditions of the disciplinary periods.

(1) Douglas and One Vision Realty shall keep the MREC apprised at all times of their current address and telephone numbers at each place of residence and business. Douglas and One Vision Realty shall notify the MREC in writing within ten (10) days of any change in this information.

(2) Douglas and One Vision Realty shall timely renew their real estate license(s), timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain their license(s) in a current and active status. During the disciplinary period, Douglas and One Vision Realty shall not place their real estate license(s) on inactive status as would otherwise be allowed under 20 CSR 2250-4.040. Alternatively, without violating the terms and conditions of this Settlement Agreement, Douglas may surrender her real estate license(s) by submitting a Surrender of Licensure Rights and Privilege form to the MREC and complying with 20 CSR 2250-8.155. If Douglas applies for a real estate license after surrender, Douglas shall be required to requalify as if an original applicant and the MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Settlement

Agreement. Douglas shall not obtain any additional real estate licenses without the prior written consent of the Commission.

(3) Douglas shall meet in person with the MREC or its representative at any such time or place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.

(4) Douglas and One Vision Realty shall immediately submit documents showing compliance with the requirements of this Settlement Agreement to the MREC when requested by the MREC or its designee.

(5) During the probationary period, Douglas and One Vision Realty shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this Settlement Agreement.

(6) Douglas and One Vision Realty shall comply with all relevant provisions of Chapter 339, RSMo, as amended, all rules and regulations duly promulgated thereunder, all local, state, and federal laws. "State" as used herein includes the State of Missouri and all other states and territories of the United States. Any cause to discipline Douglas' license as a real estate broker and One Vision Realty's real estate association license under § 339.100.2, RSMo, as amended, that accrues during the disciplinary period shall also constitute a violation of this Settlement Agreement.

(7) Broker Acknowledgement. If at any time during the disciplinary period, Douglas wishes to transfer her license(s) affiliations to a new

broker/brokerage, she must submit a Broker Acknowledgment form signed by the new broker. This acknowledgement is in addition to any other required application, fee, and documentation necessary to transfer her license. Douglas must obtain the Broker Acknowledgement form from the MREC.

23. Upon the successful completion and expiration of the disciplinary period, the licenses of Douglas and One Vision Realty shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Douglas or One Vision has violated any term or condition of this Settlement Agreement, the MREC may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline the licenses of Douglas and One Vision Realty.

24. No additional discipline shall be imposed by the MREC pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the MREC as a contested case in accordance with the provisions of Chapter 536, RSMo.

25. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Douglas and One Vision Realty pursuant to §§ 339.010 to 339.180 and §§ 339.710 to 339.855, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

26. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the MREC or may be discovered.

27. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

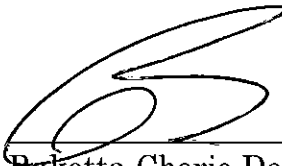
28. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

29. The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 324, 339, and 610, RSMo, as amended.

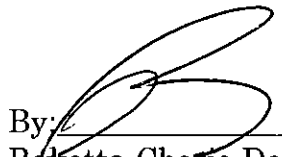
30. Douglas and One Vision Realty, together with their partners, officers, members managers, heirs, assigns, agents, employees, representatives and attorneys, do hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claims, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or

contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo, as amended, or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

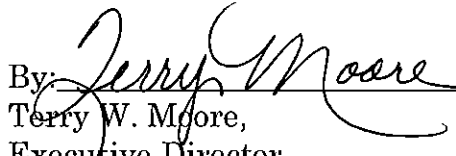
RESPONDENTS


Raketta Cherie Douglas 4/24/19
Date

One Vision Realty, LLC.


By: Raketta Cherie Douglas, 4/24/19
its Managing Member Date

MISSOURI REAL ESTATE
COMMISSION

By:  05-14-19
Terry W. Moore, Date
Executive Director

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